(vi) Rs. Nil for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee/s shall pay to the Promoter a sum of Rs. Nil for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee/s as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at

all times, remain to be incompliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment]to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Not to do or permit to do done any act or thing which may damage drainage and sewer pipes.

viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local

authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

x. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

xi. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said

Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [Apartment].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection there with including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations

arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

22 SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik .

26. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D

and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s	: ..... ,
(Allottee's Address)	: .... , ...
Notified Email ID	:
M/s Promoter name	: **M. K. BUILDERS, through its Proprieter Mr. OMPRAKASH YADAV**
(Promoter Address)	: : **Flat No. 03, Rajlaxxami Society, Near Durga Mandir, Jail Road, Nashik-422101.**
Notified Email ID	:.....

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES
That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to Adv Arun Nanasaheb Wakchaure as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik Courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik Taluka and District Nashik in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

[Description of the freehold/leasehold land and all other details]

All that piece and parcel of Non Agricultural plot bearing No. 11 bearing Survey No. 91/2 area admeasuring 400.00 Sq. Meters, Situated at Village PANCHAK, Taluka and District NASHIK having City Survey No. 1732 and as per City Survey Rwecord having area 426.60 Sq. Mtrs. within the registration and sub-registration Nashik and within jurisdiction of Nashik and bounded as follows:

On or towards East	: 18 Mtrs. wide D.P. Road.
On or toward West	: Plot No 10.
On or towards South	: 9 Mtrs. wide Colony Road.
On or towards North	: 9 Mtrs. wide Colony Road.

Together with all things lying or being under, upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof.

SECOND SCHEDULE ABOVE REFERRED TO

[The nature, extent and description of common areas and facilities.]

1. Common parking area
2. Lift with battery back-up
3. paved parking area

SIGNED AND DELIVERED
BY THE WITHIN NAMED
ALLOTTEE: (including joint buyers)

. ...

in the presence of WITNESSES:

1. Signature : .....
   Name : .....

2. Signature : .....
   Name : .....

ANNEXURE – A

ADV. ARUN NANASAHEB WAKCHAURE
Address:A-224, Second Floor,
Meghdoot Shopping Center, Opp. Old CBS,
Nashik-422002
Date: 01/09/2017 .
No.: 01.
RE. : .....

TITLE REPORT
NO ENCUMBTANCE CERTIFICATE

Description of Property

All that piece and parcel of Non Agricultural plot bearing No 11 out of Survey No. 91/2 area admeasuring 400.00 Sq. Meters, Situated at Village Panchak, Taluka and District NASHIK within the registration and sub-registration Nashik and within jurisdiction of Nashik and bounded as follows:

On or towards East :
On or toward West :
On or towards South :
On or towards North :

After going through the relevant documents of Title such as 7/12 Extract, Mutation Entries, and Development Agreement, General Power of Attorney executed between the parties.

I hereby certify that; the aforesaid property is free from any encumbrances and said land is under implementation under the rules and regulations of Town Planning Act as per approvals, guidelines and procedures of planning authority.

Nashik dated this

(Signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE –B
ANNEXURE – E
(Specification and amenities for the Apartment),

LEAVING AND DINING

1. Elegant main Door with veneer style laminates
2. Branded SS fitting * hinges on the main door
3. 24" x 24" vitrified flooring in living & dining room

SIGNED AND DELIVERED BY
THE WITHIN NAMED PROMOTER:
. M. K. Builders through its Proprietor
Mr. Omprakash Yadav
At Nashik **on** ..... /..../2018 .....

WITNESSES:

1. Signature : .....
   Name : .....

2. Signature : .....
   Name : .....

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT] AND THEGARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

The premises to Residential ongoing scheme/project known as "RUTURAJ APARTMENRT" constructed on Plot No 11 bearing Survey No. 91/2 Situated at village PANCHAK, Taluka and District NASHIK having APARTMENT No. ..... **on** .... **FLOOR** having sellable constructed area of ..... Sq. Mtrs. (Carpet) which is bounded as shown below:

On or towards East : .....
On or toward West : .....
On or towards South : .....
On or towards North : .....

Together with right to use common areas and facilities, right to ways staircases and easements thereto.

4. Aluminum sliding windows with stainless steel net
5. Highly finished emulsion paint in living & dining rooms
6. Branded modular electrical fitting & concealed high quality wiring
7. All windows sill in Granite/ Green Marble/ Vitrified Tile
8. Night Latch to main door
9. TV Points in leaving room
10. Inverter Points in all rooms

KITCHEN AND DINING

1. Modern kitchen layout for the best comfort
2. Vitrified flooring
3. Extensive electrical layout for convenient use of kitchen equipments & appliances
4. Stainless Steel Kitchen sink
5. Provision of water purifier
6. Glazed dado tiles up to lintel level in kitchen

BEDROOMS

1. Vitrified flooring in bedrooms
2. All doors are flush door & paint on both side / Laminates
3. Branded modular electric fitting & concealed high quality wiring
4. Highly finished emulsion paints in every bedroom
5. All windows sill in Granite/ Green Marble / Vitrified Tile.
6 Aluminum sliding windows with stainless steel net.

BATHROOM

1. Neat toilet designs for best space utilization
2. Good quality CP fitting & high quality sanitary ware
3. Designer Glazed tiles up to 7'
4. Anti skid flooring
5. Concealed plumbing.

Received of and from the Allottee/s above named the sum of Rupees ...../- (Rupees ..... Only) on execution of this agreement towards Earnest Money Deposit or application fee say received.

M.K. BUILDERS,
Through Proprietor:
MR. OMPRAKASH YADAV
The Promoter/s.